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*Attorneys for Defendant
Trump Ruffin Tower I LLC*

10 UNITED STATES DISTRICT COURT

11 DISTRICT OF NEVADA

12 MARY ANN BLANCO, ET AL.,

13 Plaintiffs,

14 vs.

15 TRUMP RUFFIN TOWER I LLC,

16 Defendant.

CASE NO. 2:11-cv-00153-GMN-PAL

**STIPULATION AND ORDER
TO FILE EXHIBITS TO PLAINTIFFS'
MOTION TO VACATE ARBITRATION
AWARD AND MEMORANDUM OF
POINTS AND AUTHORITIES
UNDER SEAL**

19 STIPULATION

20 The parties agree, and therefore stipulate, as follows:

21 1. On January 28, 2011, Plaintiffs filed their Motion to Vacate Arbitration Award and
22 Memorandum of Points and Authorities with this Court.

23 2. The Motion attached numerous Exhibits that were part of, or the product of, the
24 underlying Arbitration proceedings, including, but not limited to, the Arbitration Award, hearing
25 transcripts, rulings, stipulations, deposition transcripts, pleadings, filings, motions, orders, and
26 arbitration PowerPoint presentations.
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3. The arbitration provision provides:

Arbitration. The parties agree to submit to arbitration any dispute related to this Agreement (including, but not limited to, any dispute related to the interpretation or enforceability of this Agreement) and agree that the arbitration process shall be the exclusive means for resolving disputes which the parties cannot resolve. The laws of the State of Nevada shall apply to this Agreement. Any arbitration hereunder shall be conducted under the Dispute Resolution Rules of the American Arbitration Association (“AAA”) as modified herein. Arbitration proceedings shall take place in Las Vegas, Nevada before a single arbitrator who shall be a lawyer. The prevailing party shall be reimbursed for all expenses of arbitration, including arbitration fees and attorneys’ fees and costs. ***All arbitration proceedings shall be confidential. Neither party shall disclose any information about the evidence produced by the other party in the arbitration proceedings, except in the course of judicial, regulatory, or arbitration proceeding, or as may be demanded by government authority. Before making any disclosure permitted by the preceding sentence, a party shall give the other party reasonable advance written notice of the intended disclosure and an opportunity to prevent disclosure.*** In connection with any arbitration provisions hereunder, each party shall have the right to take the deposition of two (2) individuals and any expert witness retained by the other party. Additional discovery may be had only where the arbitrator so orders, upon a showing of substantial need. Only evidence that is directly relevant to the issues may be obtained in discovery. Each party bears the burden of persuasion of any claim or counterclaim raised by that party. The arbitration provisions of this Agreement shall not prevent any party from obtaining injunctive relief from a court of competent jurisdiction to enforce the obligations for which such party may obtain provisional relief pending a decision on the merits by the arbitrator. Each of the parties hereby consents to the jurisdiction of Nevada courts for such purpose. The arbitrator shall have authority to award any remedy or relief that a court of the State of Nevada could grant in conformity to applicable law except that the arbitrator shall have no authority to award punitive damages. Any arbitration award shall be accompanied by a written statement containing a summary of the issues in controversy, a description of the award and an explanation of the reasons for the award. The arbitrator’s award shall be final and judgment may be entered upon such award by any court.

See Agreement at ¶24.10 (emphasis added).

4. Upon discovering the public nature of Plaintiffs' Motion to Vacate Arbitration Award and Memorandum of Points and Authorities, Trump Ruffin Tower I LLC's counsel immediately contacted Plaintiffs' counsel to discuss the public filing of these Exhibits and request that Plaintiffs' counsel instead file these Exhibits under seal pursuant to the confidential arbitration provision.

5. In turn, the parties now stipulate that certain Exhibits to the Motion to Vacate Arbitration Award and Memorandum of Points and Authorities be filed under seal.

DATED: February 7, 2011.

DATED: February 07 2011.

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(pro hac vice pending)

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ORDER

Based upon the stipulation of the parties above, the Court orders as follows:

IT IS HEREBY ORDERED that certain Exhibits to the Motion to Vacate Arbitration Award and Memorandum of Points and Authorities are to be filed under seal.

IT IS FURTHER ORDERED that the Clerk seal the following Exhibits:

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7-1, 7-2,

8-1, 8-2, 8-3, 8-4,

9-1, 9-2, 9-3,

11-1, 11-2, 11-3,

12-1, 12-2, 12-3,

13-1, 13-2, 13-3, 13-4,

14-1, 14-2, 14-3,

15-1, 15-2,

16-1, 16-2, 16-3, 16-4,

17-1, 17-2,

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21-1, 21-2, 21-3,

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23-1, 23-2,

24-1, 24-2, 24-3,

25-1, 25-2, 25-3, 25-4,

26-1, 26-2, 26-3,

27-1, 27-2, 27-3, 27-4, 27-5, 27-6, 27-7, 27-8, 27-9, 27-10, 27-11,

28-1, 28-2, 28-3,

29-1, 29-2, 29-3, 29-4, 29-5, 29-6, 29-7, 29-8,

30-1, 30-2, 30-3, 30-4, 30-5, and

31-1, 31-2, 31-3, 31-4, 31-5

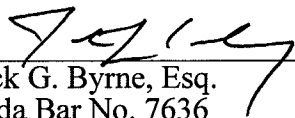
IT IS SO ORDERED this 8th day of February, 2011.



Gloria M. Navarro
United States District Judge

Submitted by:

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